**IN THE HIGH COURT OF JUDICATURE AT BOBBY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**ARBITRATION PETITION NO.151 OF 2007**

GE Countrywide Consumer
Financial Services Ltd. .. Petitioner.

Versus

Kiran Shantilal Mehta & Anr. .. Respondents.

Mr.Tushar Bhavsar i/b.Mohit Gadkari & Co. for petitioner.

**CORAM : S.C.DHARMADHIKARI, J.**

**DATE : 14th September, 2007.**

**P.C.**

1. On the last occasion, a statement was made by Mr.Bhavsar that an affidavit would be filed with regard to the mortgage of the immovable property / flat, described, more particularly, at Exhibit- A. He sought this

liberty because inadvertently the details pertaining to the mortgage and the documents were not annexed to the petition.

2. The petitioner has duly served the respondents inasmuch as even Court notice was sent which has come back with the remark "LEFT". The premises were found locked. Thereafter steps were taken by the petitioner and permission was granted by the Court to serve the respondents by publication.

3. Accordingly, the publication also has been done and an affidavit pointing out the manner in which the publication has been effected has also been filed in this Court.

3. None appears for the respondents.

4. The apprehension of the petitioner is that the respondents although not occupying the premises may deal with and dispose of the same in

the face of the mortgage created in favour of the petitioner. He submits that there has been no ad-interim order granted. He submits that a sum of rupees more than 10.00 lacs is due and payable. He has invited my attention to the Agreement in favour of the petitioner containing an arbitration clause.

5. Considering that the petition averments have not been disputed or denied so also the respondents not appearing, in my view, this is a fit case where for preserving and protecting the status-quo and subject matter of the arbitral proceedings, the Court Receiver, High Court, Bombay should be appointed as a Receiver of flat bearing No.5A, Retreat-II, Behind Saraswati Colony, Santacruz (West), Mumbai-400 054 which is more particularly described in the Schedule being Exhibit-A to the petition.

6. After perusing the petition and the further affidavit so also the annexures thereto,

I am satisfied that it is just, convenient and necessary that the Court Receiver is appointed on the mortgaged premises. The Court Receiver would be at liberty to place his lock and seal on the premises. The Court Receiver would make a report to this Court.

7. Needless to state that the Court Receiver is at liberty to seek assistance from the local police station to implement and execute the order passed by this Court. The Court Receiver also to seek assistance from the Co-Operative Housing Society in this behalf.

8. Till the Court Receiver takes possession, there will be an ad-interim order in terms of prayer clause (c).

9. Petition stands disposed of in the above terms.

**(S.C.Dharmadhikari, J.)**